



**MISSOURI OFFICE OF PROSECUTION SERVICES
JOHN R. JUSTICE (JRJ) STUDENT LOAN REPAYMENT PROGRAM**

2019 CERTIFIED ASSURANCES

The Subrecipient hereby assures and certifies compliance with all the following certified assurances:

General:

1. The Subrecipient assures that it shall comply with the applicable provisions of the "JRJ Solicitation".
2. **Compliance Training:** As a recipient of federal monies, the Subrecipient is required to review the JRJ Solicitation and the FAQ Documents which may be distributed by the Missouri Office of Prosecution Services. Such review is to ensure that applicants and subrecipients understand their responsibilities to provide post-award information to include, but not limited to, award acceptance, reporting requirements, service agreement contingencies, subaward changes, monitoring responsibilities, record retention, and accounting responsibilities.
3. **Notification of Program Changes:** The Subrecipient agrees to notify, within a timely manner, the Missouri Office of Prosecution Services if there is a change in subaward information at any time during the project period. The notification shall be sent through the JRJ.grant@prosecutors.mo.gov email account. Major program changes may be subject to approval from the Missouri Office of Prosecution Services.
 1. Change in applicant information
 2. Change in legal name/address
 3. Change in employment information
 4. Change in supervisor
 5. Change in loan information
4. **Texting While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Office of Prosecution Services encourages the Subrecipient to refrain from text messaging while driving any vehicle.
5. **Drug-Free Workplace Act of 1988:** The Subrecipient assures that it will comply with the [Drug-Free Workplace Act of 1988](#).

Financial:

1. **Availability of Funds:** The Subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal sources are not appropriated and continued at an aggregate level sufficient to cover the subaward costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
2. **Release of Funds:** No funds will be disbursed under this subaward until such time as all required documents are signed by the Subrecipient and returned to the Missouri Office of Prosecution Services for final review and signature by the Director or his/her designee.
3. **Termination of Subaward:** The Missouri Office of Prosecution Services reserves the right to terminate any subaward entered into as a result of this application at its sole discretion and

without penalty or recourse by giving written notice to the beneficiary of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the Missouri Office of Prosecution Services, become property of the State of Missouri.

In the event that the Missouri Office of Prosecution Services determines that a Subrecipient is failing to comply with the applicable regulations of the program, the Missouri Office of Prosecution Services may permanently or temporarily terminate the subaward. In the event a subaward is permanently terminated, the Missouri Office of Prosecution Services may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.

4. **Enforceability:** If a Subrecipient fails to comply with all applicable federal and state requirements governing these funds, the Missouri Office of Prosecution Services may withhold or suspend, in whole or in part, funds sub-awarded under the program, or recover misspent funds following an audit or review. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

Programmatic:

1. **Release of Information:** The Subrecipient agrees to provide the appropriate documentation as requested by the Missouri Office of Prosecution Services to verify the information provided within this application, if necessary.
2. **Subaward Documents:** If the Subrecipient receives a subaward under the JRJ Program, he/she will be issued a *Subaward* document by the Missouri Office of Prosecution Services. The Subrecipient understands that such document must be signed and returned, along with other applicable subaward documents, within 45 days of the subaward date.
3. **Reporting Requirement:** The Subrecipient agrees to submit the appropriate documentation in a timely manner as required in the JRJ Solicitation. Failure to submit reports by the deadline dates may result in delay of payment and/or cancellation of the subaward.
4. **Supplanting:** The Subrecipient understands that JRJ funds are a supplement to, not substitute for, personal student loan obligations.
5. **Service Agreement:** The Subrecipient understands that he/she must remain employed as an eligible prosecutor or public defender, as defined by the program guidelines, for a period of service not less than three years (36 months), beginning with the subaward date of the originally signed service agreement, unless involuntarily separated from employment.

Subrecipients of renewed funding must sign a new service agreement to continue receiving benefits under each new fiscal year in order to recertify their continued agreement to the original terms. The newly signed service agreement does not commit the continuing Subrecipient to a new three-year term of service from the date of signature on the recertifying agreement. The new service agreement only binds the continuing Subrecipient to the three-year term of service from the subaward date of the originally signed service agreement from which the Subrecipient originally began receiving JRJ benefits.

Once the original three-year term of service is satisfied, the Subrecipient understands that he/she must remain employed as an eligible prosecutor or public defender, as defined by the program guidelines, for a period of service not less than one year (12 months), beginning with the

subaward date of the signed service agreement, unless involuntarily separated from employment, in exchange for the additional benefits.

6. **Default on Subaward:** The Subrecipient agrees, in the event he/she leaves a position as an eligible beneficiary or is involuntarily separated for misconduct or unacceptable performance before completing the agreed upon period of service, he/she will be indebted to the Federal government and must reimburse pursuant to the JRJ Solicitation for the full amount of any student loan repayments made under this subaward.
7. **Record Retention:** The Subrecipient agrees to maintain the application, and supporting documentation pertaining to this application, and make such records available for Federal and/or State audit or examination, if necessary. Such records shall be maintained for at least 5 years following notification by the Missouri Office of Prosecution Services that the grant has been programmatically and fiscally closed.

I, _____, do hereby acknowledge that I have read the above Certified Assurances and that I agree to be bound by them and that all information contained in my application is true and correct and made subject to the penalties for perjury.

Signature of Applicant_____

Name of Applicant(printed)_____

Date:_____